

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

De Lage Landen Financial Services, Inc.

(b) County of Residence of First Listed Plaintiff Chester

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Stark & Stark, P.C., Jennifer D. Gould, Esquire
777 Township Line Rd., Ste. 120, Yardley, PA 19067
(267) 907-9600**DEFENDANTS**

Regan Technologies Corporation

County of Residence of First Listed Defendant New Haven

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332Brief description of cause:
Breach of Contract**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$ 771,434.85

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE 9/6/16 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DE LAGE LANDEN FINANCIAL)	
SERVICES, INC.)	
1111 Old Eagle School Road)	
Wayne, PA 19087)	
)	
Plaintiff)	
)	
v.)	NO.
)	
REGAN TECHNOLOGIES)	
CORPORATION)	
860 Main Street Extension)	
Wallingford, CT 06492)	
)	
Defendant)	

COMPLAINT

Plaintiff, De Lage Landen Financial Services, Inc., by and through its counsel, Stark & Stark, P.C., brings this action against Defendant, Regan Technologies Corporation and, in support thereof, avers as follows:

PARTIES

1. Plaintiff, De Lage Landen Financial Services, Inc. is a Michigan corporation with a place of business located at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087 (“DLL” or “Plaintiff”). Plaintiff is a citizen of the Commonwealth of Pennsylvania.

2. Defendant, Regan Technologies Corporation (“Borrower” or “Defendant”), is a Connecticut corporation whose last known address to Plaintiff is 860 N. Main Street Extension, Wallingford, CT. Defendant is a citizen of the State of Connecticut.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000, excluding interest and costs.

4. Venue is proper in the Eastern District of Pennsylvania by virtue of 28 U.S.C. § 1391(b)(2) because a substantial part of the events and/or omissions giving rise to the claims occurred in the Eastern District of Pennsylvania.

5. Defendant also irrevocably waived any objection to the laying of venue of any action brought in the federal courts of the Commonwealth of Pennsylvania and any objection on the ground that an action in the federal courts of the Commonwealth of Pennsylvania has been brought in an inconvenient forum. See Loan Agreement (defined below), ¶18.

6. Additionally, Defendant consented to jurisdiction in the federal courts of the Commonwealth of Pennsylvania. See Loan Agreement, ¶18.

FACTUAL BACKGROUND

7. On or about June 18, 2015, Borrower executed a certain Loan & Security Agreement (the “Loan Agreement”) that was countersigned by DLL on July 29, 2015. A true and correct copy of the Loan Agreement is attached hereto, incorporated herein and marked as Exhibit “A.”

8. On even date, Borrower executed a certain Promissory Note (the “Note”) representing a loan from DLL to Borrower in the original principal amount of \$1,083,743.27 (the

“Loan”) to finance the acquisition of certain equipment set forth on Attachment A – Equipment Description to the Loan Agreement (collectively, the “Equipment”). See Exhibit “A.”

9. The Loan Agreement and the Note are valid and binding written agreements.

10. The Note provides that Borrower will pay the Loan in twenty-four (24) equal, consecutive, monthly payments of \$47,325.75.

11. On or about June 18, 2015, Borrower executed a certain Disbursement of Funds Approval (“Disbursement”). A true and correct copy of the Disbursement is attached hereto, incorporated herein and marked as Exhibit “B.”

12. The Loan Agreement provides that Borrower’s failure to pay any periodic installment payment or other amount due under the Loan Agreement or Note on or before the tenth (10th) day following the date when the same becomes due and payable is an Event of Default. See Loan Agreement, ¶15.

13. The Loan Agreement further provides that upon the occurrence of an Event of Default, DLL may recover from Borrower all unpaid periodic installment payments due under the Note, late charges, all remaining periodic installment payments due under the Note discounted at a rate of three (3%) percent per annum and interest at a rate of 2% per month. See Loan Agreement, ¶16.

14. The Loan Agreement further provides that Borrower shall also be liable for and shall pay to Plaintiff all expenses paid or incurred by DLL in connection with the enforcement of DLL’s rights under the Loan Agreement and Note including attorney’s fees and legal expenses. See Loan Agreement ¶16.

15. Borrower failed to make the monthly payment due under the Note for the payment due May 1, 2016 and all monthly payments thereafter.

16. The failure to make the monthly payments constitute Events of Default under the Loan Agreement.

17. The total amount due has been accelerated and there is due pursuant to the Loan Agreement and Note as follows, plus interest from and including September 3, 2016, attorney's fees and costs:

Past Due Payments (5/1/16-9/1/16)	\$236,628.75
Late Charges	14,197.74
Remaining Payments	473,237.50
Discount – 3% as per Loan Agreement	(6,442.74)
Interest from 5/11/16 through and including 9/2/16 plus \$471.87 thereafter	<u>53,793.60</u>
TOTAL	\$771,434.85

18. Despite demand for immediate payment of the amounts due, Borrower has failed, neglected and refused to comply with such demand.

WHEREFORE, Plaintiff, De Lage Landen Financial Services, Inc., demands judgment in its favor and against Defendant, Regan Technologies Corporation, for the following relief:

- (a) compensatory damages; in the amount of \$771,434.85;
- (b) interest at a rate of 2% per month from and including September 3, 2016 (\$471.87 per diem);
- (c) reasonable attorney's fees and cost of suit; and

(d) such other and further relief as this Court deems appropriate.

STARK & STARK, P.C.

By:


Jennifer D. Gould, Esquire
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Facsimile (267) 907-9659
E-mail: jgould@stark-stark.com
Attorneys for Plaintiff

Date: September 6, 2016

EXHIBIT “A”



LOAN & SECURITY AGREEMENT ("AGREEMENT")

 Type of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC

BORROWER	Borrower Name (Exact Full Legal Name Required)		
	REGAN TECHNOLOGIES CORPORATION		
	Address		
	860 N. MAIN STREET EXT.		
	City	State	Zip
	WALLINGFORD	CT	06492
	Phone Number	Fax Number	
	(203) 284-4120		
	Contact Name	Title	

LENDER	Lender		
	De Lage Landen Financial Services, Inc.		
	Address		
	1111 Old Eagle School Road		
	City	State	Zip
	Wayne	PA	19087
	Equipment Address (if different)		
	860 N. MAIN STREET EXT.		
	City	State	Zip
	WALLINGFORD	CT	06492
	County		

EQUIPMENT INFORMATION	Year	Full Serial Number	Make	Model	Description
					SEE ATTACHMENT A

FACTUAL BACKGROUND: Borrower desires to obtain a secured loan from Lender to finance its acquisition of equipment (and/or to refinance existing equipment), and Lender is agreeable to making a secured loan to Borrower on the terms and conditions contained in this Agreement.

TERMS & CONDITIONS

1. **THE LOAN AND LOAN REPAYMENT.** As requested by Borrower, Lender agrees to lend to Borrower the sum of \$1,083,743.27 ("Loan"). Borrower agrees to repay (in advance in arrears) Lender the Loan as provided in the Note below ("Note"), by paying Lender, over a 24 month period, commencing on the first or fifteenth day of a month (the "Commencement Date"), whichever day is the closest day following the date of disbursement by Lender to Borrower of the Loan funds (the "Funding Date"), unless such funds disbursement occurs on the first or fifteenth day of the month, in which case the Commencement Date shall be the same day of the month as the Funding Date. By way of example, if the Funding Date is the 7th day of a month, the Commencement Date shall be the 15th day of such month, or if the Funding Date is the 18th day of a month, the Commencement Date shall be the 1st day of the following month. If the Funding Date is not the first or fifteenth day of a month, interest as stated below ("Interim Loan Interest") on the Loan amount shall accrue from the Funding Date up to Commencement Date and shall be payable on the due date of the first Loan installment payment.

2. **DOCUMENTATION AND CERTAIN OTHER FEES.** Borrower agrees to pay to Lender a fee not to exceed \$750.00 to reimburse Lender's expenses for the preparation and filing of all financing statements, for Lender's other documentation costs and for all ongoing administration costs during the term of this Agreement. Borrower also agrees to pay to Lender all of Lender's out of pocket expenses relating to the registration and titling of the Equipment.

3. **UNCONDITIONAL OBLIGATION TO PAY; LATE CHARGE.** All payments due under the Note and hereunder shall be paid to Lender or its assigns without notice or demand and without abatement, offset, defense or counterclaim, at Lender's principal office shown above, or such other place as Lender or its assigns may designate in writing to Borrower. Borrower's obligation to pay the Note installment payments and other payments due hereunder and under the Note shall be absolute and unconditional and shall not be affected by reason of (i) any defect in, lack of title for use of, damage to, loss of possession or use of or destruction of, all or any of the Equipment (as defined below) securing Borrower's obligations, (ii) the prohibition or other restriction against Borrower's use of said Equipment or (iii) for any other cause, it being the agreement of the parties that the Loan and any other amount payable by Borrower under the Note and hereunder shall continue to be payable in all events in the manner and at the times provided in this Agreement and the Note. Whenever any payment or other payment required hereunder is not made by Borrower within 5 days of its due date, Lender may, at its election, and subject to prior election of its right of acceleration, accept the payment in arrears and Borrower shall pay, as liquidated damages, a late charge calculated at the rate of five percent (5%) of each such defaulted payment, or \$10.00, whichever is greater, but only to the extent permitted by law ("Overdue Rate"). Any amount received by Lender determined to be in excess of the highest rate of interest permitted by applicable law, shall be refunded to Borrower.

4. **SECURITY INTEREST; FINANCING STATEMENTS.** To secure payment when due (at maturity, by acceleration or otherwise) of the Loan, any interim fundings against the Loan and any additional or future advances, renewals, extensions and replacements thereof and any and all other present and future obligations of Borrower to Lender, whether direct or contingent or joint and several, Borrower hereby conveys, assigns, and grants to Lender a continuing first priority security interest in and to the equipment described in this Agreement, whether same is being financed hereunder and/or is serving as additional collateral for the Loan, including all present and future additions, attachments, replacements, accessions and accessories thereto (the "Equipment"), and all substitutions and cash and non-cash proceeds thereof, at any time arising, including all proceeds of insurance thereon; all of the above being collectively, referred to herein as the "Collateral". Lender is hereby authorized to file a financing statement and any amendments, continuation statements or termination statements or other documents it may deem necessary to protect its interest under this Agreement or the Note with respect to the Collateral without Borrower's signature or by executing Borrower's name thereto and for such limited purpose, Borrower grants Lender, and its agent(s), a power of attorney to execute any such financing statements

(Terms and Conditions continued on the reverse or 2nd page of this Agreement.)

or other documents. Notwithstanding the foregoing, Lender shall have no obligation to comply with any recording, re-recording, filing, refiling or other legal requirements, necessary to establish or maintain the validity, priority, or enforceability of, or Lender's right in and to the Collateral or any part thereof.

5. **PREPAYMENT PENALTY.** Should the Loan be paid in full prior to maturity, whether by reason of sale of the Equipment, refinancing, or otherwise, Borrower shall pay Lender (at the time of such payment) a "Prepayment Penalty". If the Loan is paid in full during the first year it is outstanding, the Prepayment Penalty shall be 3% of the outstanding Loan balance immediately prior to the prepayment. During the second year, the Prepayment Penalty shall be 2% and during the third year and thereafter, it shall be 1%.

6. **FINANCING AGREEMENT.** THIS AGREEMENT IS SOLELY A FINANCING AND SECURITY AGREEMENT. BORROWER ACKNOWLEDGES THAT THE EQUIPMENT HAS BEEN OR WILL BE SELECTED AND ACQUIRED SOLELY BY BORROWER AND THAT LENDER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS AND/OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS CONDITION, MERCHANTABILITY, SUITABILITY, CAPACITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7. **REPRESENTATIONS AND WARRANTIES.** Borrower warrants, represents and agrees as follows: (i) Borrower has full power and authority to execute, deliver and perform its obligations under this Agreement and the Note, (ii) the execution and delivery of this Agreement and the Note have been authorized by all requisite corporate (or partnership) or limited liability company action; (iii) the execution, delivery and performance of this Agreement and the Note do not and will not constitute a breach, default or violation of or under Borrower's Articles of Incorporation, by laws (partnership agreement) or limited liability company operating agreement) or any other agreement, law, order, lease, judgment or injunction to which it is a party or may be bound; (iv) the Equipment is, or on the Funding Date will be, lawfully owned by Borrower, free and clear of all liens, encumbrances and security interests and Borrower will warrant and defend title thereto against all claims; (v) Borrower has not granted and will not grant to any one other than Lender a security interest in the Equipment and no financing statement or other instrument affecting the Equipment nor rights therein, bearing the signature of, or otherwise authorized by, Borrower is on file in any public office; (vi) the Equipment shall at all times remain personal property and be retained in Borrower's possession at its principal address set forth above (or, if so indicated, at the Equipment Location set forth above); (vii) the Equipment shall be used for business purposes; and (viii) if the Equipment is attached to real estate or if it is or may become subject to a prior interest in favor of a party having any interest in the real estate, Borrower will on Lender's demand furnish Lender with a writing by which any and all parties having such prior interest, waive or subordinate their rights and priorities to or in favor of Lender's security interest provided herein.

8. **INSURANCE.** Borrower shall, at its sole cost and expense, procure and maintain, so long as Borrower is indebted to Lender on the Loan or on any other liability, property damage and third party liability insurance with respect to the Equipment in such form and substance as required by Lender from time to time and with such insurance carriers as reasonably acceptable to Lender, but in any event insuring the Equipment against all risks of physical loss, theft, damage and destruction with extended coverage in an amount equal to the greater of (a) the amount of the Loan or (b) the full replacement value (now) of the Equipment, all with Lender (and its assigns) as sole loss payee(s) as their interest may appear. Borrower shall deposit said policy or policies or duplicates thereof or certificates of insurance with Lender and said policies shall provide, unless otherwise required in writing by Lender, that the policies may not be canceled or altered without at least thirty (30) days prior notice to Lender and that the coverage shall not be invalidated against Lender because of any violation of any condition or warranty contained in any policy or application therefor by Borrower or by reason of any action or inaction of Borrower. If Borrower does not provide Lender evidence of insur-

PROMISSORY NOTE	FOR VALUE RECEIVED, REGAN TECHNOLOGIES CORPORATION ("Borrower") promises to pay to the order of De Lage Landen Financial Services, Inc. ("Lender") at its office at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087 in immediately available and lawful money of the United States, the principal sum of \$ <u>1,083,743.27</u> and to pay interest in the money on the unpaid principal amount thereof to maturity at the rate of interest of <u>4.76</u> % per annum, computed on the basis of 360-day year consisting of twelve 30-day months. Principal and interest hereunder shall be paid as follows: <input checked="" type="checkbox"/> in <u>24</u> equal, consecutive, monthly payments of \$ <u>47,325.75</u> with the first such installment payment due one month following the Commencement Date as defined in Section 1 above and the remaining installment payments due on the same day of each and every month thereafter until fully paid, or <input type="checkbox"/>	
	Each principal and interest installment, when paid, shall be first applied to interest payment on the unpaid Note principal amount, and the balance thereof to Note principal payment. A late charge on any overdue principal of, and Prepayment Penalty, if any, on, this Note shall be payable as specified in Section 3 of the below defined Loan Agreement. Interim Loan Interest on the Loan principal amount shall be due and payable on the first installment payment due date.	
	If any holder institutes any action for Note enforcement or collection, there shall be immediately due and payable, in addition to the then unpaid principal balance hereof and any accrued interest, any late charges and all costs and expenses of such action including attorney's fees, in addition to all other sums, if any, due as provided in the Loan and Security Agreement, of even date herewith, between Borrower and Lender ("Loan Agreement"). This Note shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its choice of law principles. Capitalized terms used herein, and not defined herein, shall have the meanings set forth in the Loan Agreement. Reference is made to the Loan Agreement for a description of the provisions, which hereby are incorporated herein by reference, upon which the Note is issued and secured, and the nature and extent of the holder's security and rights. Borrower hereby waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with this Note's delivery, acceptance, performance, default or enforcement.	
	Borrower Signature <u>[Signature]</u> Title <u>CFO</u> Date <u>JUNE 18, 2015</u>	

which may include, but is not limited to, **WARRANTY, DEFECTS, LOSS AND DAMAGE**. Borrower agrees to maintain the Equipment in good condition and repair and in accordance with the manufacturer's instructions, manuals and warranties (if any), and the requirements of any applicable insurance and other applicable rules and regulations. Borrower shall pay for all fuel, service, inspection, overhaul, replacements, substitutions, materials and labor necessary or desirable for the proper use, repair, operation and maintenance of the Equipment. All risks of loss, theft, damage or destruction of the Equipment shall be borne by Borrower, and Borrower shall promptly notify Lender in writing of any such loss, theft, damage or destruction. In the event of any damage to the Equipment (unless the same is damaged beyond repair) Borrower shall, at its expense, place the same in good repair, condition and working order. If the Equipment, or any portion thereof, is determined by Lender to be lost, stolen or damaged beyond repair, or should the Equipment, or any portion thereof, be confiscated, seized or the use and title thereof requestioned to someone other than Borrower, Borrower shall immediately pay to Lender, in addition to any unpaid periodic installment payments on the Loan, other unpaid sums due hereunder and late charges then past due, an amount equal to the then remaining periodic installment payments to become due on the Note, discounted to present value at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Loan, or all as reasonably determined by Lender; or (ii) 3% per annum, but only to the extent permitted by law, less the net amount of the recovery, if any, actually received by Lender from Insurance on the Equipment.

TAXES AND OTHER CHARGES. Borrower agrees to pay promptly when due, and indemnify and hold harmless Lender from, all registration, recording, title, license and other fees, assessments and sales, use, gross receipts, ad valorem, property and any and all other taxes imposed by any State, Federal, local or foreign government upon or with respect to this Agreement and the Note or upon or with respect to the ownership, shipment, delivery, use or operation of the Equipment or any other Collateral or upon or measured by any payments due hereunder or under the Note (other than taxes on or measured solely by the net income of Lender) and any fines, penalties and interest thereon.

11. BORROWER'S ADDITIONAL COVENANTS. Borrower hereby agrees and covenants as follows: (i) except for the security interest granted hereby, Borrower shall keep the Equipment free and clear of any security interest, lien or other encumbrance and shall not sell, lease, assign (by operation of law, otherwise), exchange or otherwise dispose of all or any part of the Equipment; (ii) Borrower will affix conspicuous tags or plates on the Equipment identifying it as the Equipment of Lender; (iii) Borrower will give prompt notice to Lender of any change in ownership, location and continuation statements pursuant to the Uniform Commercial Code to establish and maintain its security interest in the Collateral; (iv) in return satisfactory to Lender, and will pay any filing fees and/or costs with respect thereto and for ten searches; (v) Borrower will immediately notify Lender in writing of any change in Borrower's principal place(s) of business or Equipment location or the adoption of change of any trade name or fictitious business names and will execute any additional financing statements as Lender may request to perfect and maintain its security interest; and such notice shall not be deemed an authorization to move the Collateral without the prior written consent of Lender; (vi) if any part of the Collateral becomes subject to a certificate of title law, Borrower will cause Lender's security interest to be noted thereon and promptly deliver such certificate of title to Lender; (vii) Borrower will allow Lender and its representatives free access to the Collateral at all times during normal business hours, for purposes of inspection and repair and, following an Event of Default, Lender shall have the right to demonstrate and show the Collateral to others and (viii) Borrower will furnish to Lender (and will cause any guarantor of Borrower's obligations hereunder to furnish to Lender) upon Lender's request its certified financial statements prepared by an independent certified public accountant within ninety (90) days after the close of its fiscal year which shall be prepared in accordance with generally accepted accounting principles and all other financial information and reports that Lender may from time to time reasonably request, including income tax law returns of Borrower and any guarantor of Borrower's obligations hereunder.

12. BORROWER'S FAILURE TO PAY TAXES, INSURANCE, ETC. Should Borrower fail to make any payment or to do any act as herein provided (including, but not limited to payment of taxes or insurance), Lender shall have the right to stop the obligation and withhold releasing Borrower from any obligation hereunder, to make or do the same, and to pay any sum due in connection therewith or to contest or compromise any encumbrance, charge or lien and in exercising any such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lender, plus in the case of any amounts described in Section 11, the interest thereon, shall be added to the principal of the loan and shall be payable by Borrower on demand with interest at the rate of two (2%) percent per month or the highest rate permitted by applicable law, whichever is lower.

GROSS COLLATERALIZATION. As additional collateral security for Borrower's obligations hereunder, Borrower grants to Lender a further security interest in all machinery, equipment, goods and other collateral covered by any other loan and security agreement, note, other agreement or lease (collectively the "other agreements") between Borrower and Lender whether such other agreements are now in existence or hereafter come into existence and whether or not such other agreements are recorded in the public records of any jurisdiction. Borrower assigns to Lender as security for its obligations hereunder, all of its rights, title and interest in and to all surplus plus money which Borrower may be entitled upon the sale of the machinery, equipment, goods and other collateral covered by such other agreements. Anything above to the contrary notwithstanding, the benefit of the foregoing provisions shall inure to the benefit of the lender hereunder and its assigns and shall not be subject to any other claim or interest, but the extent that Lender or such assigns is also the holder of such other agreements or one or more of them.

14. **INDEMNITY.** Borrower assumes liability for and agrees to indemnify, defend, protect, save and keep Lender harmless from and against costs, expenses and damages, including reasonable attorneys' fees, arising out of or resulting from any kind and nature of suit, action, claim, demand, proceeding or litigation, whether or not legal proceedings are commenced, brought or asserted against Lender (whether or not also so indemnified against by any other party), in any way relating to or arising out of this Agreement and/or the Note and/or the manufacture, financing, ownership, delivery, possession, use, operation, condition or disposition of the Equipment by Borrower, including, without limitation, any claim alleging latent and other defects, whether or not discoverable by Lender or Borrower, and any other claim arising out of strict liability in tort, whether or not in either instance relating to an event occurring while Borrower remains obligated under this Agreement and the Note, and any claim for patent, trademark or copyright infringement. Each party agrees to give the other notice of any claim or liability hereby indemnified against as promptly following learning thereof. The fact that a claim for which Lender is entitled to indemnity under this Section is asserted after the termination of this Agreement and/or the Note shall not release Borrower from its indemnity obligations and this covenant of indemnity shall survive the termination of this Agreement and/or the Note.

[illegible]



viduator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated, (xi) Borrower or any guarantor of Borrower's obligations hereunder consolidates with or merges into any other entity or Borrower's stockholders or partners sell all or substantially all of their stock or partnership interests, or (xii) the death of an individual Borrower or an individual guarantor of Borrower's obligations hereunder.

16. REMEDIES. Upon the occurrence of any Event of Default, Lender shall have the right to recover from Borrower, as liquidated damages for loss of a bargain and not as a penalty, a sum equal to the aggregate of the following: (a) all unpaid periodic installment payments due under the Note and other sums due under the Note and this Agreement to the date of default plus late charges, if any; (b) all remaining periodic installment payments due under the Note, discounted to the date of default at a rate of _____ per annum Interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Loan, all as reasonably determined by Lender; or (B) 3% per annum, but only to the extent permitted by law; (c) charge you a return check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and (d) interest at the rate of two percent (2%) per month on the total of (A) plus (B) from the date of default or the highest rate permitted by applicable law, whichever is lower. In addition, Lender shall have the right to recover from Borrower any expenses paid or incurred by Lender in connection with the enforcement of its rights under this Agreement and the Note, including repossession, holding, repair, preparing for sale and subsequent sale, lease or other disposition of the Collateral including attorneys fees and legal expenses (collectively "Repossession Expenses"). In addition, Lender shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code and Lender is hereby authorized and empowered, with the aid and assistance of any person or persons, to enter any premises where the Collateral or any part thereof is, or may be placed, and to assemble and/or remove same and/or to render it unusable and sell and dispose of such Collateral, with or without notice, at one or more public or private sales on your premises or elsewhere. The proceeds of each such sale shall be applied by Lender toward the payment of the Repossession Expenses, the insufficient to fully pay all the items above mentioned, Borrower hereby covenants and agrees to give its assent to Lender's actions and to indemnify Lender for all costs of such sale, including attorney's fees and costs of collection. Reasonable notice. Lender may require Borrower to assemble the Collateral and make it available to Lender at a place to be designated by Lender that is reasonably convenient to both parties. All rights and remedies hereunder are cumulative and not exclusive of any rights or remedies provided by law and may be exercised singly or concurrently. Lender shall not by any act, delay, omission, failure to act, or otherwise be deemed to have waived any right, power, privilege or remedy hereunder, and no waiver whatsoever shall be valid unless in writing signed by Lender, and then only to the extent therein set forth; nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any further exercise of any right, power, privilege or remedy. A waiver by Lender of any right or remedy under the terms of this Agreement and/or the Note, on any one occasion, shall not be construed as a bar to any right or remedy that Lender would otherwise have had on any future occasion. No agreement unless in writing and signed by Lender, and no course of dealing between Borrower and/or its(s) or guarantor(s) hereof. Lender shall be able to change or modify or discharge (in whole or in part, this Agreement and/or the Note).

17. ASSIGNMENT. Lender may assign or otherwise transfer its Agreement with Borrower under the Note, in whole or in part, and any and all of Lender's right, title and interest under the Note, in whole or in part, to any third party. The right to assign or otherwise transfer the Note or grant participations with respect thereto without notice to Borrower shall be deemed to be an implied term of the Note. In the event of any such assignment, the right of the assignee to receive all amounts payable hereunder and under the Note as well as any other right of the assignee shall not be subject to any defense, set-off or counterclaim which Borrower may have against Lender although any claim Borrower may have against Lender shall be preserved and may be separately pursued against Lender. Upon Lender giving notice to Borrower of any such assignment, Borrower shall promptly acknowledge its obligations hereunder and under the Note to such assignee, and shall comply with the written directions or demands of such assignee and shall make all payments due hereunder and under the Note as such assignee may direct in writing. Following any assignment the term "Lender" shall be deemed to include or refer to Lender's assignee, but no such assignee shall be deemed to assume any obligation or duty imposed upon Lender hereunder and Borrower shall look only to Lender for performance thereof. As used in this Section, "assign" shall be deemed to include a pledge, sale of, or grant of a mortgage, or any combination thereof. The right to assign or otherwise transfer the Note or grant participations with respect thereto shall be deemed to be an implied term of the Note and the Note shall be deemed to refer to the recipient of such pledge, sale of, or grant of a mortgage, or any combination thereof. This Agreement and the Note and Borrower's rights and obligations hereunder and under the Note shall not be transferable or assignable by Borrower without Lender's express prior written consent and any such counterparty assignment by Borrower without such consent shall be null and void.

consent and any such purported assignment by Borrower without such consent shall be null and void.

18. GENERAL PROVISIONS. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERSTATE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO PENNSYLVANIA'S UNIFORM ACT ON CHOICE OF LAW PRINCIPLES. Borrower hereby (i) consents and agrees that (and hereby submits to) the jurisdiction of the Federal District Court for the Eastern District of Pennsylvania, solely as to all litigation, whether legal or equitable, personal or otherwise, over Borrower and the Collateral shall be with the courts of the United States in the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania, selected by the court, with respect to any provision of this Agreement and the Note; (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in such courts; (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts; and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum; and (iv) agrees that a final judgment or in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law. BORROWER AND LENDER HEREBY WAIVE TRIAL BY JURY. This Agreement may not be changed, modified or discharged on behalf of Lender, in whole or part, and no right of Lender may be waived except by a writing signed by a duly authorized officer of Lender. Borrower shall execute such other documents and shall otherwise cooperate with Lender as Lender reasonably requires to effectuate the transactions contemplated hereby. In the event that any word, sentence, paragraph, section or article of this Agreement is found to be void or voidable, by a court of competent jurisdiction, the balance of this Agreement shall nevertheless be legal and binding with the same force and effect as though the void or voidable parts were deleted. Lender is authorized and empowered to date this Agreement and the Note and any schedule(s) hereto or thereto and to fill in blank spaces in accordance with the terms of the transaction described herein. Lender is authorized to execute and deliver this Agreement and the Note and any schedule(s) hereto or thereto, including, but not limited to inserting serial numbers and equipment descriptions on the first page of the Note and the Schedule(s), and to assign the account number(s) to Borrower and any guarantor(s). The account number or numbers shall be assigned when personally delivered or when sent by facsimile to the party's fax number and the date of delivery shall be deemed given when personally delivered or when sent by facsimile to the party's fax number or through e-mail three (3) days after having been mailed to said party or parties at the address specified above or to such new address as to which a party may advise Lender. Notices to Lender shall only be effective if served by postage paid certified mail to the address specified above or to such new address as to which Lender shall have provided notice. The section captions are for convenience and are not a part of the Agreement. This Agreement shall be binding upon and enure to the benefit of the heirs, executors, administrators and permitted assigns of the parties. THIS AGREEMENT AND ANY OTHER WRITTEN AGREEMENTS EXECUTED SIMULTANEOUSLY HERewith SUPERSEDE ANY PRIOR PROPOSAL LETTERS, COMMITMENT LETTERS OR NEGOTIATIONS AND THERE ARE NO ORAL COVENANTS OR AGREEMENTS. You agree that a facsimile copy of the Agreement and the Note containing thereon facsimile signatures may be treated as an original and will be admissible as evidence of the Agreement and the Note.

BORROWER SIGNATURE	Signature		Executed Date	JUNE 18, 2015
	Print Name	Walter Andre		
	Title	CFO		
	For	REGAN TECHNOLOGIES CORPORATION		
LENDER SIGNATURE	Signature		Date	7/29/15
	Print Name	Steven Barkow		
	Title	CEO		
	For	DE LAGE LANDEN FINANCIAL SERVICES, INC.		

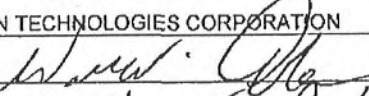
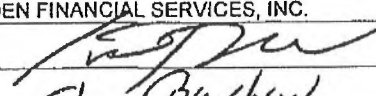
ATTACHMENT A — EQUIPMENT DESCRIPTION

Attachment forming part of the Loan & Security Agreement by and between DE LANDEN FINANCIAL SERVICES, INC.
 ("Lender") and REGAN TECHNOLOGIES CORPORATION ("Borrower").

EQUIPMENT INFORMATION:

86 VF4156001BU VMAX 40K 4G 15K 600GB DRIVE UPG
 28 VF4F12001BU VMAX 40K 4G FLASH 200GBDRIVE UPG
 1 DRIVEPACK-200 200 DRIVE BULK PACK SHIPPING CONTAINER
 1 SYMM-LS SYMM LICENSE SOLUTION
 1 457-100-904 ENGINUITY FOR VMAX 40K CAP UPG LICENSE
 1 457-100-909 SYMM MGMT SUITE FOR 40K CAP UPG LIC
 1 457-100-918 TF REP SUITE FOR VMAX 40K CACHE OPT OUT
 1 457-100-920 TF REP SUITE FOR VMAX 40K REG UPG LIC
 7 456-000-725 TF REP SUITE 40K REGISTERED 41-60TB
 50 456-000-641 ENGINUITY FOR 40K NON-SATA 251-400TB
 50 456-000-674 SYMM MGMT SUITE 40K NON-SATA 251-400TB
 1 457-101-382 SRMSUITE 40K CAP UPG =IC
 80 456-105-361 SRMSUITE 40K 251-400TB =CB
 1 PSUPGD-VMAX VMAX UPGRADE
 1 M-PRESW-E12 PREMIUM SOFTWARE SUPPORT
 1 PS-BAS-INCLUP INSTALLATION VPLEX CLUSTER UPG QS
 1 M-PRESW-015 PREMIUM SOFTWARE SUPPORT
 1 VS-MET-PUPG VPLEX METRO UPG LICENSE
 17 VS-MET-T5LIC VPLEX METRO 61-100 TB
 1 VS-GSN-PUPG VPLEX GEOSYNCHRONY CAPACITY UPGRADE
 17 VS-GSN-T5LIC VPLEX GEOSYNCHRONY 1TB (61-100TB)
 1 PS-BAS-INCLUP INSTALLATION VPLEX CLUSTER UPG QS
 1 M-PRESW-015 PREMIUM SOFTWARE SUPPORT
 1 VS-MET-PUPG VPLEX METRO UPG LICENSE
 17 VS-MET-T5LIC VPLEX METRO 61-100 TB
 1 VS-GSN-PUPG VPLEX GEOSYNCHRONY CAPACITY UPGRADE
 17 VS-GSN-T5LIC VPLEX GEOSYNCHRONY 1TB (61-100TB)
 2 VNX6GSDAE15F VNX 15X3.5 IN 6GB SAS EXP DAE-FLD INST
 29 VX-VS15-600U VNX 600G 15K UPG DRV-15X3.5IN DAE/DPE
 1 PS-BAS-UPDAEB STANDARD DAE/DISK UPGRADE QUICKSTAR
 1 PS-BAS-UPDAE STANDARD DAE/DISK UPGRADE MODULE
 1 M-PRESW-001 PREMIUM SOFTWARE SUPPORT
 18 VNXOEPRFTBU VNX OE PERF TIER/TB FOR VNX55/57/75-UPG
 2 VNX6GSDAE15F VNX 15X3.5 IN 6GB SAS EXP DAE-FLD INST
 29 VX-VS15-600U VNX 600G 15K UPG DRV-15X3.5IN DAE/DPE
 1 PS-BAS-UPDAEB STANDARD DAE/DISK UPGRADE QUICKSTAR

PAGE 1 OF 2

BORROWER SIGNATURE	Borrower REGAN TECHNOLOGIES CORPORATION
	Signature 
	Print Name Walter V. Andrea
	Title CFO
	Date 6-18-15
LENDER ACCEPTANCE	Lender DE LANDEN FINANCIAL SERVICES, INC.
	Signature 
	Print Name R. A. F. A.
	Title R. A. F. A.
	Date 7/29/15

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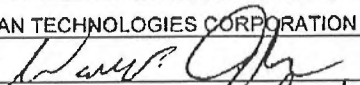
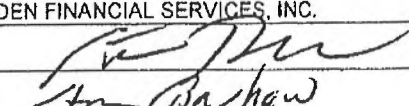
ATTACHMENT A — EQUIPMENT DESCRIPTION

Attachment forming part of the Loan & Security Agreement by and between DE LANDEN FINANCIAL SERVICES, INC.
 ("Lender") and REGAN TECHNOLOGIES CORPORATION ("Borrower").

EQUIPMENT INFORMATION:

1 PS-BAS-UPDAE STANDARD DAE/DISK UPGRADE MODULE
 1 M-PRESW-001 PREMIUM SOFTWARE SUPPORT
 18 VNXOEPERFTBU VNX OE PERF TIER/TB FOR VNX55/57/75-UPG
 6 PS-BAS-PMBLK COMMERCIAL PMGMT 4HRS QS
 6 PS-BAS-SABLK COMMERCIAL SA 4HOURS QS
 4 PS-ZN3-BRRES3 3 MONTH BRS RESIDENCY
 5 CE-LGSUBCUS01 CUSTOMER SUB EXPIRE 1YR FROM INV DATE
 2 PS-BAS-SRMIMP Introductory Implementation for VIPR SRM
 1 PS-BAS-SRMIMP Imp for VIPR SRM Oper Readiness Add-on
 1 456-105-285 SRMSUITE VNX TIER 4 =IC
 1 M-PRESW-001 PREMIUM SOFTWARE SUPPORT
 1 SRMST-SITE SRST SITE; SERVER BASE =IA
 1 456-105-285 SRMSUITE VNX TIER 4 =IC
 1 M-PRESW-001 PREMIUM SOFTWARE SUPPORT
 1 SRMST-SITE SRST SITE; SERVER BASE =IA
 1 X02-012-400-E-U XTREMIO 12X400GB FLASH DRV ENC UP
 1 PS-BAS-XTHBEX 10TB Starter Brk 5TB Expansion Disk Inst
 1 X02-012-400-E-U XTREMIO 12X400GB FLASH DRV ENC UP
 1 PS-BAS-XTHBEX 10TB Starter Brk 5TB Expansion Disk Inst
 20 456-105-064 Pivotal HD Enterprise SUBSC SVR=IA
 17 456-105-066 Pivotal ADV Database SVCS SUBSC SVR=IA
 1 456-105-067 Pivotal Command Center Perp SVR=IA

PAGE 2 OF 2

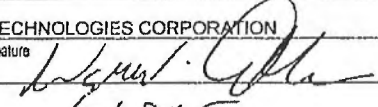
BORROWER SIGNATURE	Borrower	REGAN TECHNOLOGIES CORPORATION
	Signature	
	Print Name	Walter V. Andes
	Title	CFO
	Date	6-18-15
LENDER ACCEPTANCE	Lender	DE LANDEN FINANCIAL SERVICES, INC.
	Signature	
	Print Name	Brian Barkow
	Title	BA & FA
	Date	7/29/15

05MHD00086D

EXHIBIT “B”

DISBURSEMENT OF FUNDS APPROVAL

The undersigned hereby authorizes DE LANDEN FINANCIAL SERVICES, INC. ("Lessor") to disburse funds in the amount of U.S. \$ 1,089,743.27 directly to TECH DATA pursuant to the terms of the LOAN AND SECURITY AGREEMENT dated JUNE 18, 2015 between Lessor and REGAN TECHNOLOGIES CORPORATION ("BORROWER").

SIGNATURE	For REGAN TECHNOLOGIES CORPORATION
	Authorized Signature 
	Date <u>6-18-15</u>

05MHDD0054W

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1111 Old Eagle School Road, Wayne, PA 19087

Address of Defendant: 860 Main Street Extension, Wallingford, CT 06492

Place of Accident, Incident or Transaction: 860 Main Street Extension, Wallingford, CT 06492
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
 (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
 Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
 Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
 Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
 Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
 (Please specify) _____

B. *Diversity Jurisdiction Cases:*

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Jennifer D. Gould, Esquire, counsel of record do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
☐ Relief other than monetary damages is sought.

DATE: 9/6/16

[Signature]
 Attorney-at-Law

80988

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/6/16

[Signature]
 Attorney-at-Law

80988

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**


CASE MANAGEMENT TRACK DESIGNATION FORM

DE LAGE LANDEN FINANCIAL	:	CIVIL ACTION
SERVICES, INC.	:	
	:	
v.	:	
REGAN TECHNOLOGIES CORPORATION	:	NO.
	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>9/6/16</u> Date	<u>Jennifer D. Gould, Esq.</u> Attorney-at-law	 Attorney for Plaintiff
<u>(267) 907-9600</u> Telephone	<u>(267) 907-9659</u> FAX Number	<u>Jgould@stark-stark.com</u> E-Mail Address